



PMB 01231
BUREAU OF ADMINISTRATION
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL
PIERRE, SD 57501-3182
(605) 773-3405
FAX (605) 773-4840



ADAPTIVE HARDWARE AND SOFTWARE

NOTICE OF AWARDS

Buyer: Chuck Clark (003)
Phone: 605-773-4276
Fax: 605-773-5744
Email: Chuck.clark@state.sd.us

Date: 5 November 2008

1. **Contract Term:** This contract is for a period of one year from 27 December 2005 through 26 December 2006, inclusive. Contractor agrees, at the States sole discretion, to allow further extensions past the original contract expiration date. Further extensions may be made part of this contract upon mutual agreement of the parties. The State may, after the original term of this contract, purchase comparable computer hardware from competing Vendors if, in the State's sole discretion, it is in the State's best interest to do so. An option to extend, as specified in Terms & Extensions, of South Dakota Vendors Manual is part of this contract.
2. **Pricing:** If any of the items awarded on the contract(s) decrease in price during the term of the contract, the contractor must contact the Office of Procurement Management in writing within seven (7) working days of the decrease(s). The State will receive full advantage of the price decrease(s) when it becomes effective. Failure to notify the Office of Procurement Management of price decreases may result in the cancellation of the contractor's contract and recovery of the overcharged amount from the contractor's performance bond. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the contractor's price, the State reserves the right to purchase the lower priced product.
3. **Periodic Review:** The State of South Dakota will be conducting periodic reviews of market prices and changes in technology
4. **Estimated Quantity:** The state does not guarantee the purchase of any minimum or maximum quantity during the term of the contract. The State reserves the right to purchase components for specific applications from different contractors.
5. **Financial Stability:** Upon request, a contractor must furnish a list of their three largest customers. The State may contact these customers to determine a satisfaction level with the contractor's equipment and/or services. This list shall include the business name, contact person, mailing address, phone and fax number, and e-mail address. Upon request, the contractor must submit financial information to indicate the financial condition of the contractor's company.

This information must consist of an audited balance sheet for the most recent fiscal year or other financial acceptable financial statement.

6. **Assignment of Anti-trust Claims:** The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.
7. **Delivery:** All orders are F.O.B. destination with all transportation and handling charges paid by the contractor. Deliveries shall be made at such time, place and in such quantities as shown on the purchase order. All items in common usage are to be shipped within 20 days from the date of purchase order. An additional 10 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery.
8. **Warranty Support:** 1-year part and labor.
9. **Substitution:** Contractor **may not** substitute hardware or software components which differ from those supplied with the evaluation device in items they supply to the State of South Dakota, during the contract term, without the written consent of the Office of Procurement Management. All substitution items must be tested, evaluated, and approved before being included in the contract.
10. **Liquidated Damages:** The State will assess liquidated damages on deliveries that are not made in accordance with the schedule established herein. Damages will be in the amount of two percent (2%) of the purchase price per calendar day. Damages may be waived by the Office of Procurement Management Director if the contractor submits to the Director, and ordering agency, prior to the expiration of the delivery schedule established herein, written documentation that the failure to satisfy the contract delivery is due to the circumstances beyond the control of the contractor.
11. **Non-Discrimination Statement:** The State of South Dakota requires that all contractors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing this contract, as required on page one, the contractor certifies they do not discriminate in its employment practices with regard to race, religion, age, sex, national origin or disability.
12. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions:** By signing and submitting this contract, the solicitor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the contractor is unable to certify to any of the statements in this certification, the contractor shall attach an explanation to this contract.
13. **State Agencies:** Item numbers and a brief description must be used when ordering from this contract.
14. **Contractor Information:** All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number, when applicable, as shown in the contract. Invoices must be submitted in duplicate to the State agency ordering the merchandise. **DO NOT SUBMIT STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.**
15. **Purchasing Instructions:** All purchases made by State agencies, Institutions and Universities, from this contract, **MUST** be routed through the Office of Procurement Management or as directed by the Bureaus of Administration, and entered on the State's accounting system and should default when requisitions are created.
16. **Records:** To assist the State in its production planning, contractor shall maintain and furnish the State, upon request, the following records:
 - a. Contractor is required to establish a relational database or other sales tracking system from which to produce regular reports to the State. For each purchase, the contractor will be able to report at least the following information:
 - date and time ordered

- date and time shipped
- location shipped
- purchaser order number
- device name and device identification number
- serial number
- agency name

The contractor shall provide promptly prior to the last day of the month following the end of a quarter, to the Office of Procurement Management, a detailed summary report of all products that were purchased by State entities during the previous quarter. The contractor shall provide, upon request, summary reports of the following:

- a summary of items purchased
- a breakdown, by State agency and by unit of local government, (i.e., county, school district), of the items purchased - a report of backordered products
- a summary of reports time (from time of customer's order placement to the time of shipment to customer)
- a summary of system units purchased as well as the most frequently purchased item
- The State and contractor will mutually agree upon the report format.

b. Maintenance, service and Customer records

To enable the Office of Procurement Management to maintain quality control over products purchased by State entities, contractor shall maintain, and on request provide to the Office of Procurement Management, complete records reporting all field engineering, maintenance and preventive maintenance, repair and service calls made to the State entities that have purchased the contractor's products, as recorded, as well as any complaints received from these State entities regarding contractor's products.

CONTRACTOR

DAKOTA LINK ACCESS CENTER

1161 Deadwood Ave ste 5
Rapid City SD 57702

Contact: Pat Czerny
Phone Number: 605-394-6742 #2
Fax Number: 605-394-6744
Email: pczerny@dakotalink.net
Vendor Number: 12017568-02

CONTRACT 12278N

ADAPTIVE HARDWARE AND SOFTWARE			24 January 2019		
SKU	Supplier Name	Short Description	Long Description	UOM	Cost
DBT Win	WEST RIVER FOUNDATION	A Single User License, Braille Transcription Software, Duxbury, Version 12, For Windows 7/8.1/10 Contract 12278n	A Single User License, Braille Transcription Software, Duxbury, Version 12, For Windows 7/8.1/10 Contract 12278n	EA	688.05
340176-001-A	WEST RIVER FOUNDATION	A Single User License, OCR Software, OpenBook 9, For Windows 7/8.1/10 Contract 12278n	A Single User License, OCR Software, OpenBook 9, For Windows 7/8.1/10 Contract 12278n	EA	975.00
340766-001	WEST RIVER FOUNDATION	A Single User License, Screen Magnification & Reader Software, ZoomText 2019, For Windows 7/8.1/10, Contract 12278n	A Single User License, Screen Magnification & Reader Software, ZoomText 2019, For Windows 7/8.1/10, Contract 12278n	EA	614.25
340789-003	WEST RIVER FOUNDATION	A Single User License, Screen Reader & Magnifier Software, Fusion Pro 2019, For Windows 7/8.1/10, Contract 12278n	A Single User License, Screen Reader & Magnifier Software, Fusion Pro 2019, For Windows 7/8.1/10, Contract 12278n	EA	1700.00
340026-001	WEST RIVER FOUNDATION	A Single User License, Screen Reader, Jaws Pro, Version 2019, For Windows 7/8.1/10, Single User, Contract 12278n	A Single User License, Screen Reader, Jaws Pro, Version 2019, For Windows 7/8.1/10, Single User, Contract 12278n	EA	1188.00
NUA-K809A-S00-15.0	WEST RIVER FOUNDATION	A Single User License, Voice Activation Software, Dragon 15 Individual Edition, For Windows 7/8.1/10, Single User. No Headset Included, Contract 12278n	A Single User License, Voice Activation Software, Dragon 15 Individual Edition, For Windows 7/8.1/10, Single User. No Headset Included, Contract 12278n	EA	240.00
NUA-K809A-S00-15.0, C1-1022300-1	WEST RIVER FOUNDATION	A Single User License, Voice Activation Software, Dragon 15 Individual Edition, For Windows 7/8.1/10, Single User with USB Headset, Contract 12278n	A Single User License, Voice Activation Software, Dragon 15 Individual Edition, For Windows 7/8.1/10, Single User with 1 Andrea NC-181-VM, C1-1022300-1 USB Monaural Headset, Contract 12278n	EA	287.92

340766-001	WEST RIVER FOUNDATION	A Single User Maintenance Plan, Magnification & Reader, ZoomText Service Maintenance Agreement with New Product, Windows 7/8.1/10, Contract 12278n	A Single User Maintenance Plan, Magnification & Reader, ZoomText Service Maintenance Agreement with New Product, Windows 7/8.1/10, Contract 12278n	EA	163.80
440874-001	WEST RIVER FOUNDATION	A Single User Maintenance Plan, Magnification & Reader, ZoomText Service Maintenance Agreement Renewal, Windows 7/8.1/10, Contract 12278n	A Single User Maintenance Plan, Magnification & Reader, ZoomText Service Maintenance Agreement Renewal, Windows 7/8.1/10, Contract 12278n	EA	163.80
440859-001	WEST RIVER FOUNDATION	A Single User Maintenance Plan, Screen Reader & Magnifier Software, Fusion Pro 2019, Service Maintenance Agreement With New Purchase, For Windows 7/8.1/10, Contract 12278n	A Single User Maintenance Plan, Screen Reader & Magnifier Software, Fusion Pro 2019, Service Maintenance Agreement With New Purchase, For Windows 7/8.1/10, Contract 12278n	EA	391.00
440878-001	WEST RIVER FOUNDATION	A Single User Maintenance Plan, Screen Reader & Magnifier Software, Fusion Pro 2019, Service Maintenance Agreement Renewal, For Windows 7/8.1/10, Contract 12278n	A Single User Maintenance Plan, Screen Reader & Magnifier Software, Fusion Pro 2019, Service Maintenance Agreement Renewal, For Windows 7/8.1/10, Contract 12278n	EA	391.00
SJNT (w)	WEST RIVER FOUNDATION	A Single User Maintenance Plan, Screen Reader, Jaws Pro, Service Maintenance Agreement, With Initial Purchase or Upgrade, For Windows 7/8.1/10, Single User, Contract 12278n	A Single User Maintenance Plan, Screen Reader, Jaws Pro, Service Maintenance Agreement, With Initial Purchase or Upgrade, For Windows 7/8.1/10, Single User, Contract 12278n	EA	297.00

SJNT (a)	WEST RIVER FOUNDATION	A Single User Maintenance Plan, Screen Reader, Jaws Pro, Service Maintenance Agreement, Renewal, For Windows 7/8.1/10, Single User, Contract 12278n	A Single User Maintenance Plan, Screen Reader, Jaws Pro, Service Maintenance Agreement, Renewal, For Windows 7/8.1/10, Single User, Contract 12278n	EA	297.00
340544-001	WEST RIVER FOUNDATION	A Single User Upgrade, OCR Software Upgrade, OpenBook 9 Upgrade, For Windows 7/8.1/10, Contract 12278n	A Single User Upgrade, OCR Software Upgrade, OpenBook 9 Upgrade, For Windows 7/8.1/10, Contract 12278n	EA	148.50
340775-001	WEST RIVER FOUNDATION	A Single User Upgrade, Screen Magnification & Reader Software, ZoomText 2019, Upgrade from Version 2018, For Windows 7/8.1/10	A Single User Upgrade, Screen Magnification & Reader Software, ZoomText 2019, Upgrade from Version 2018, For Windows 7/8.1/10	EA	163.80
340776-001	WEST RIVER FOUNDATION	A Single User Upgrade, Screen Magnification & Reader Software, ZoomText 2019, Upgrade from Version 11, For Windows 7/8.1/10	A Single User Upgrade, Screen Magnification & Reader Software, ZoomText 2019, Upgrade from Version 11, For Windows 7/8.1/10	EA	327.60
340802-001	WEST RIVER FOUNDATION	A Single User Upgrade, Screen Reader & Magnifier Software, Fusion Pro 2019, From Version 2018, For Windows 7/8.1/10, Contract 12278n	A Single User Upgrade, Screen Reader & Magnifier Software, Fusion Pro 2019, From Version 2018, For Windows 7/8.1/10, Contract 12278n	EA	391.00
340201-001	WEST RIVER FOUNDATION	A Single User Upgrade, Screen Reader, Jaws Pro Upgrade, One Version, From 2018 Pro to 2019 Pro, For Windows 7/8.1/10, Single User, Contract 12278n	A Single User Upgrade, Screen Reader, Jaws Pro Upgrade, One Version, From 2018 Pro to 2019 Pro, For Windows 7/8.1/10, Single User, Contract 12278n	EA	297.00
340034-001	WEST RIVER FOUNDATION	A Single User Upgrade, Screen Reader, Jaws Pro Upgrade, Two Version, From 18 Pro to 2019 Pro, For Windows 7/8.1/10, Single User, Contract 12278n	A Single User Upgrade, Screen Reader, Jaws Pro Upgrade, Two Version, From 18 Pro to 2019 Pro, For Windows 7/8.1/10, Single User, Contract 12278n	EA	594.00

VPTT0508-01	WEST RIVER FOUNDATION	Braille Embosser, ViewPlus VP EmBraille, Single User, Contract 12278n	Braille Embosser, ViewPlus VP Embraille, Single User, Contract	EA	1993.75
H532B	WEST RIVER FOUNDATION	Braille Notetaker with Braille Keyboard, BrailleSense Polaris 32 Cell, Contract 12278n	Braille Notetaker with Braille Keyboard, BrailleSense Polaris 32 Cell, Contract	EA	5476.95
MRUE24A	WEST RIVER FOUNDATION	Closed Circuit Television, Desktop, Merlin Ultra, 24 Inch, Contract 12278n	Closed Circuit Television, Desktop, Merlin Ultra, 24 Inch, Contract 12278n	EA	2895.00
TRH0EA	WEST RIVER FOUNDATION	Closed Circuit Television, Portable, Transformer HD/WiFi/OCR, Contract 12278n	Closed Circuit Television, Portable, Transformer HD/WiFi/OCR, Contract 12278n	EA	2595.00
PBCH1E43A	WEST RIVER FOUNDATION	Closed Circuit Television, Handheld, Pebble HD Portable, Contract 12278n	Closed Circuit Television, Handheld, Pebble HD Portable, Contract 12278n	EA	556.95
AKB-901	WEST RIVER FOUNDATION	Computer Keyboard, Mini 88 Key, Adesso, Contract 12278n	Computer Keyboard, Mini 88 Key, Adesso, Contract	EA	29.95
64325	WEST RIVER FOUNDATION	Computer Mouse, Large Trackball, Expert Mouse Pro, Contract 12278n	Computer Mouse, Large Trackball, Expert Mouse Pro, Contract 12278n	EA	84.95
K72337US	WEST RIVER FOUNDATION	Computer Mouse, Small Trackball, Orbit Trackball with Scroll Ring, Contract 12278n	Computer Mouse, Small Trackball, Orbit Trackball Scroll with Ring, Contract 12278n	EA	39.95
340850-001x5	WEST RIVER FOUNDATION	Multi User License, Screen Magnification & Reader Software, ZoomText Enterprise 2019, For Windows 7/8.1/10, 5- User Enterprise, Network, or District License, Contract 12278n	Multi User License, Screen Magnification & Reader Software, ZoomText Enterprise 2019, For Windows 7/8.1/10, 5- User Enterprise, Network, or District License, Contract 12278n	EA	2620.80
340149-001x5	WEST RIVER FOUNDATION	Multi User License, Screen Reader, Jaws Pro Enterprise, Version 2019, For Windows 7/8.1/10, 5- User Site License, Contract 12278n	Multi User License, Screen Reader, Jaws Pro Enterprise, Version 2019, For Windows 7/8.1/10, 5- User Site License, Contract 12278n	EA	4752.00

440881-001x5	WEST RIVER FOUNDATION	Multi User Maintenance Plan, Screen Magnification & Reader Software, ZoomText Enterprise, Service Maintenance Agreement, For Windows 7/8.1/10, License, 5-User Enterprise, Contract 12278n	Multi User Maintenance Plan, Screen Magnification & Reader Software, ZoomText Enterprise, Service Maintenance Agreement, For Windows 7/8.1/10, License, 5-User Enterprise, Contract 12278n	EA	768.00
SJNTEx5	WEST RIVER FOUNDATION	Multi User Maintenance Plan, Screen Reader, Jaws Pro Enterprise, Service Maintenance Agreement, For Windows 7/8.1/10, 5-User Site License, Contract 12278n	Multi User Maintenance Plan, Screen Reader, Jaws Pro Enterprise, Service Maintenance Agreement, For Windows 7/8.1/10, 5-User Site License, Contract 12278n	EA	1336.50
340856-001x5	WEST RIVER FOUNDATION	Multi User Screen Magnification & Reader Upgrade, ZoomText Enterprise 2018 to 2019, For Windows 7/8.1/10, 5-User Enterprise, Network, or District License, Contract 12278n	Multi User Screen Magnification & Reader Upgrade, ZoomText Enterprise 2018 to 2019, For Windows 7/8.1/10, 5-User Enterprise, Network, or District License, Contract 12278n	EA	768.00
340856-001-1x5	WEST RIVER FOUNDATION	Multi User Upgrade, Screen Reader, Jaws Pro Enterprise Upgrade, From 2018 to 2019, For Windows 7/8.1/10, 5-User Site License, Contract 12278n	Multi User Upgrade, Screen Reader, Jaws Pro Enterprise Upgrade, From 2018 to 2019, For Windows 7/8.1/10, 5-User Site License, Contract 12278n	EA	1336.50